

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

KONICA MINOLTA BUSINESS  
SOLUTIONS U.S.A., INC.,

Plaintiff,

v.

JAL EQUITY CORP.,

Defendant.

Civil Action. No.: 2:25-cv-01651

**COMPLAINT**

Plaintiff, KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC., by and through its counsel, Gibbons P.C., states:

**PARTIES**

1. Plaintiff KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. (“Plaintiff” or “KMBS”) is a New York corporation with a principal place of business in Ramsey, New Jersey.

2. Defendant JAL EQUITY CORP. (“JAL” or “Defendant”) is corporation organized under the laws of Nevada with a principal place of business in Sarasota, Florida.

**JURISDICTION AND VENUE**

3. The Court has jurisdiction over this case under 28 U.S.C. § 1332.
4. KMBS is a citizen of New York and New Jersey for the purposes of diversity.
5. JAL is a citizen of Nevada and Florida for the purposes of diversity.
6. The parties are citizens of different states and therefore diversity exists.
7. The matter in controversy exceeds the sum of \$75,000.
8. Venue is proper under 28 U.S.C. § 1391(b)(2) and 28 U.S.C. § 1391(c) because the all of JAL’s conduct giving rise to these claims arose in New Jersey.

**FACTUAL BACKGROUND**

9. On or about February 7, 2018, KMBS and non-party Prolist, Inc., entered into a Premier Lease Agreement (“Lease 1”) for a KM-1 UV Ink Jet Press; KM-1 Initial Set of 32 Ink Heads; and KM 7141 WL Keyboard/Mouse Combo (collectively “Equipment 1”). *See Exhibit A.*

10. Throughout the intervening years, Plaintiff and Prolist, Inc., amended the Lease changing the financing terms and adding additional equipment. As of July 17, 2019, Prolist, Inc. agreed to pay \$15,663.04 per month for 84 months.

11. On or about February 19, 2019, KMBS and non-party Prolist, Inc., entered into another Premier Lease Agreement (“Lease 2”) for an additional KM-1 Printer and other ancillary equipment (“Equipment 2”). *See Exhibit B.*

12. Prolist, Inc. agreed to pay \$14,983.80 monthly for the KM-1 Equipment for a term of 92 months (with only 84 monthly payments required).

13. On or about November 30, 2023, Plaintiff and Prolist, Inc. entered into an Assignment and Assumption Agreement (“Assignment Agreement”) for non-party Prolist, LLC – a new entity – to assume Lease 1, Lease 2, Equipment 1, and Equipment 2. *See Exhibit C.*

14. On the same date, Plaintiff and JAL entered into a Cross Corporate Guaranty for Assignment and Assumption Agreement (“Guarantor Agreement”), which was related to the Lease 1, Lease 2, Equipment 1, and Equipment 2. *See Exhibit D.*

15. In the Guarantor Agreement, JAL agreed to act as the Guarantor related to Lease 1 and Lease 2 payments.

16. Specifically, the Guarantor Agreement stated “...it being the intention hereof that [JAL] pay or perform as a primary obligation directly from [JAL] to KMBS all indebtedness and obligations which Lessee shall fail to faithfully and properly pay or perform when due.”

17. Further, JAL acknowledged that “all payments due under [the Guarantor Agreement] are required to be made to KMBS at KMBS’s above-stated address in Ramsey, New Jersey.”

18. However, ProList LLC failed to make timely payments pursuant to Lease 1 and Lease 2.

19. The Guarantor Agreement also stated that “[JAL] also agrees to pay costs incurred in collection, trial, and appeal against [JAL] (including attorney’s fees...), expenses, and other costs...” *See Exhibit D.*

20. On or about July 20, 2024, KMBS served JAL with a demand letter.

21. On or about September 27, 2024, Plaintiff and JAL entered into a Payment Plan Agreement (“Payment Plan”). *See Exhibit E.*

22. Pursuant to the Payment Plan, JAL agreed to pay Plaintiff the outstanding balance of \$405,707.94 in eleven monthly installments starting on September 30, 2024, and ceasing in July 2025.

23. On or about September 30, 2024, JAL made its first payment of \$50,000 but has defaulted on each subsequent payment.

24. Therefore, JAL currently is liable to Plaintiff for \$355,707.94.

### **COUNT 1 – BREACH OF CONTRACT**

23. Plaintiff incorporates all of the foregoing allegations as if set forth in full herein.

24. Defendant agreed to act as a Guarantor for non-party Prolist, LLC in regards to its Lease 1 and Lease 2 payments.

25. Prolist, LLC defaulted on its Lease 1 and Lease 2 payments.

26. JAL failed to pay the defaulted amounts when demanded by KMBS.

27. The Guarantor Agreement states the “liability of [JAL] is general, direct, continuing, absolute, and unconditional.” *See Exhibit D.*

28. Plaintiff is owed the outstanding balance of \$355,707.94 pursuant to the Payment Plan. *See Exhibit E.*

29. As a result of Defendant’s inaction, the Payment Plan was breached and Plaintiff was damaged in an amount to be determined at trial but not less than \$355,707.94.

**COUNT 2 – UNJUST ENRICHMENT**  
*(In the Alternative)*

30. Plaintiff incorporates all of the foregoing allegations as if set forth in full herein.

31. By retaining the benefits of Equipment 1 and Equipment 2 leased to Prolist, Inc., without honoring the terms and paying the invoices in full when due, the Defendant has been unjustly enriched.

32. As a result of the Defendant’s actions and inactions, KMBS has incurred actual and significant expenses.

33. For the foregoing reasons, it is against equity and good conscience to permit the Defendant to retain the benefits without repaying same plus interest and costs.

**WHEREFORE**, KMBS demands entry of judgment in its favor and against JAL, with an award in favor of KMBS and against the JAL for attorneys’ fees, interest, costs of suit, and any other damages as expressly set forth in the agreements between the parties, and such further relief as this court deems just, proper, and equitable.

Date: March 5, 2025  
Newark, New Jersey

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